

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION II

IN THE MATTER OF THE JOHNSTOWN  
LANDFILL SUPERFUND SITE

City of Johnstown, New York; )  
Gloversville-Johnstown Joint Sewer Board; )  
Milligan & Higgins, Division of Hudson Industries; )  
Simco Leather Corporation; )  
Johnstown Leather Corporation; )  
Crescent Leather Finishing Co., Inc.; )  
Pearl Leather Finishers, Inc., )

Respondents. )

Proceeding Pursuant to Section 122(h)(1) of the )  
Comprehensive Environmental Response, )  
Compensation, and Liability Act, 42 U.S.C. § 9622(h)(1) )

) AGREEMENT FOR RECOVERY  
) OF PAST RESPONSE COSTS

) INDEX NUMBER  
) CERCLA-02-2003-2001

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D. In EPA Region II, this authority has been redelegated to the Director of the Emergency and Remedial Response Division by order of the Regional Administrator dated October 29, 1998.

2. This Agreement is made and entered into by EPA and the City of Johnstown, New York, Gloversville-Johnstown Joint Sewer Board, Milligan & Higgins, Division of Hudson Industries, Simco Leather Corporation, Johnstown Leather Corporation, Crescent Leather Finishing Co., Inc., and Pearl Leather Finishers, Inc. (collectively, the "Respondents"). Each Respondent consents to and will not contest EPA's jurisdiction to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Johnstown Landfill Superfund site ("Site"), located approximately 1.5 miles northwest of the City of Johnstown and 1.75 miles west of the City of Gloversville in the Town of Johnstown, Fulton County, New York. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).



4. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, the Site was listed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on June 10, 1986.

5. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. EPA incurred response costs in engaging in planning activities, selecting the remedial action at the Site, performing support agency activities at the Site and engaging in enforcement activities in connection with the Site.

6. The New York State Department of Environmental Conservation ("NYSDEC") has acted as the lead agency for the Site for purposes of the performance of the remedial investigation and feasibility study, remedial design, remedial action, and operation and maintenance of the implemented remedy. The City of Johnstown, owner and operator of the Site, performed the remedial investigation and feasibility study, remedial design and remedial action, and is performing the operation and maintenance at the Site. The remedial action was selected by EPA in a Record of Decision issued March 31, 1993.

7. EPA alleges that Respondents are potentially responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and thus are liable for response costs incurred at or in connection with the Site.

8. The Regional Administrator of EPA Region II has determined that the total past and projected response costs of the United States at or in connection with the Site are unlikely to exceed \$500,000, excluding interest.

9. EPA and Respondents desire to resolve Respondents' alleged civil liability for Past Response Costs without litigation and without the admission or adjudication of any issue of fact or law.

### III. PARTIES BOUND

10. This Agreement shall be binding upon EPA and upon Respondents and their successors and assigns. Any change in ownership or corporate or other legal status of any Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is legally authorized to enter into this Agreement upon the terms and conditions herein set forth and to legally bind the party represented by him or her.

### IV. DEFINITIONS

11. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement, the following definitions shall apply:

- a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*
- b. "Agreement" shall mean this Agreement.
- c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.
- e. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).
- f. "Municipal sewage sludge" shall mean any solid, semi-solid, or liquid residue removed during the treatment of municipal waste water or domestic sewage, and may include residue removed, all or in part, during the treatment of wastewater from manufacturing or processing operations, provided that such residue has essentially the same characteristics as residue removed during the treatment of domestic sewage.
- g. "Municipal solid waste" shall mean household waste and solid waste collected from non-residential sources that is essentially the same as household waste. While the composition of such wastes may vary considerably, municipal solid waste generally is composed of large volumes of non-hazardous substances (e.g., yard waste, food waste, glass and aluminum) and can contain small amounts of other wastes as typically may be accepted in RCRA Subtitle D landfills.
- h. "Paragraph" shall mean a portion of this Agreement identified by an arabic numeral or lower case letter.
- i. "Parties" shall mean EPA and the Respondents.
- j. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA has paid at or in connection with the Site through the date of execution of this Agreement by EPA, plus all Interest which has accrued on those costs.
- k. "Respondents" shall mean the City of Johnstown, New York, Gloversville-Johnstown Joint Sewer Board, Milligan & Higgins, Simco Leather Corporation, Johnstown Leather Corporation, Crescent Leather Finishing Co., Inc., and Pearl Leather Finishers, Inc.
- l. "Section" shall mean a portion of this Agreement identified by a roman numeral.

- m. "Site" shall mean the Johnstown Landfill Superfund site, a 68-acre gravel pit, located approximately 1.5 miles northwest of the City of Johnstown and 1.75 miles west of the City of Gloversville in the Town of Johnstown, Fulton County, New York (See Figure 1 attached).
- n. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

#### V. REIMBURSEMENT OF RESPONSE COSTS

##### 12. Payment of Past Response Costs to the EPA Hazardous Substance Superfund.

- a. Respondent Gloversville-Johnstown Joint Sewer Board shall pay to the EPA Hazardous Substance Superfund \$11,392 within thirty (30) days of the effective date of this Agreement.
- b. Respondent Milligan & Higgins shall pay to the EPA Hazardous Substance Superfund \$17,168 within thirty (30) days of the effective date of this Agreement.
- c. Respondent Simco Leather Corporation shall pay to the EPA Hazardous Substance Superfund \$13,126 within thirty (30) days of the effective date of this Agreement.
- d. Respondent Johnstown Leather Corporation shall pay to the EPA Hazardous Substance Superfund \$9,660 within thirty (30) days of the effective date of this Agreement.
- e. Respondent Crescent Leather Finishing Co., Inc. shall pay to the EPA Hazardous Substance Superfund \$5,670 within thirty (30) days of the effective date of this Agreement.
- f. Respondent Pearl Leather Finishers, Inc. shall pay to the EPA Hazardous Substance Superfund \$52 within thirty (30) days of the effective date of this Agreement.
- g. Respondent City of Johnstown, New York shall pay to the EPA Hazardous Substance Superfund the following amounts by the respective dates set forth below:
  - i. \$96,445 within thirty (30) days of the effective date of this Agreement;
  - ii. \$16,746.83 by the first anniversary of the effective date of this Agreement;
  - iii. \$17,289.67 by the second anniversary of the effective date of this Agreement;  
and
  - iv. \$17,832.50 by the third anniversary of the effective date of this Agreement.

13. a. Each payment listed above which is greater than \$10,000 shall be made via electronic funds transfer ("EFT"). Such payments shall be remitted via EFT to Mellon Bank, Pittsburgh, Pennsylvania, and Respondents shall provide the following information to their bank:

- i. Amount of payment
- ii. Title of Mellon Bank account to receive the payment: EPA
- iii. Account code for Mellon Bank account receiving the payment: 9108544
- iv. Mellon Bank ABA Routing Number: 043000261
- v. Name of Respondent:
- vi. Case number: CERCLA-02-2003-2001
- vii. Site/spill identifier: 02H6

Along with this information, Respondents shall instruct their bank to remit payment in the required amount via EFT to EPA's account with Mellon Bank.

- b. Each payment listed in Paragraph 12 which is less than \$10,000 shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the name of the Site, EPA Region II, and Site/Spill ID 02H6 and shall be sent to:

EPA- Region II  
Attn: Superfund Accounting  
P.O. Box 360188M  
Pittsburgh, PA 15251

14. At the time of each payment, the paying Respondent shall send notice that such payment has been made to the EPA parties identified in Paragraph 35 and to:

Chief, Financial Management Branch  
U.S. Environmental Protection Agency, Region II  
290 Broadway, 29th Floor  
New York, NY 10007-1866

Said notice shall include the date of the EFT or check, the payment amount, the name of this Site, the Index Number of this Agreement, and the name and address of the paying Respondent.

#### VI. FAILURE TO COMPLY WITH AGREEMENT

15. In the event that any payment required by Paragraph 12 is not made when due, Interest shall accrue on the unpaid balance from the effective date of this Agreement through the date of payment.
16. If any of the Respondents does not make a payment required by Paragraph 12 by the required date, then that Respondent shall pay to EPA, as a stipulated penalty, in addition to the Interest

required by Paragraph 15, \$2,000 per violation per day that such payment is late.

17. Stipulated penalties are due and payable within thirty (30) days of the date of demand for payment of the penalties. All payments to EPA required under this Paragraph 17 shall be identified as "stipulated penalties" and shall be made in accordance with the payment procedures set forth in Paragraphs 13.a. and 14.

18. Penalties shall accrue as provided above regardless of whether EPA has notified the Respondent(s) of the violation or made a demand for payment, but such payment need only be paid upon demand. All penalties shall begin to accrue on the day after performance is due, or the day a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

19. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of one or more Respondents' failure to comply with the requirements of this Agreement, any Respondent who fails or refuses to comply with any term or condition of this Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action against a Respondent(s) to enforce this Agreement, such Respondent(s) shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

20. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement.

#### VII. COVENANT NOT TO SUE BY EPA

21. Except as specifically provided in Paragraph 22 of this Agreement (Reservations of Rights by EPA), EPA covenants not to sue Respondents pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. As to each Respondent, this covenant shall take effect upon receipt by EPA of all amounts required to be paid by that Respondent pursuant to Section V (Reimbursement of Response Costs) and Section VI, Paragraphs 15 (related to Interest on any late payment) and 16 (related to Stipulated Penalties for any late payment) of this Agreement. This covenant not to sue is conditioned upon the satisfactory performance by each Respondent of its obligations under this Agreement. This covenant not to sue extends only to Respondents and does not extend to any other person.

#### VIII. RESERVATIONS OF RIGHTS BY EPA

22. The covenant not to sue by EPA set forth in Paragraph 21 does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Agreement is without prejudice to, all rights against each Respondent with respect to all other matters, including but not limited to:

- a. liability for failure of a Respondent to meet a requirement of this Agreement;

- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

23. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Agreement.

#### IX. COVENANT NOT TO SUE BY RESPONDENTS

24. Respondents agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred; and
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

25. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

#### X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

26. Except as provided in Paragraph 27, nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Agreement may have under applicable law. Except as provided in Paragraph 27, each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with

respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

27. Except with regards to claims against persons who are parties in The State of New York vs. The City of Johnstown, et al., Civil Action No. CV-87-636 (N.D.N.Y.), Respondents agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if

- a. any materials contributed by such person to the Site constituting Municipal Solid Waste (MSW) or Municipal Sewage Sludge (MSS) did not exceed 0.2% of the total volume of waste at the Site; and
- b. any materials contributed by such person to the Site containing hazardous substances, but not constituting MSW or MSS, did not exceed the greater of (i) 0.002% of the total volume of waste at the Site, or (ii) 110 gallons of liquid materials or 200 pounds of solid materials.

This waiver shall not apply to any claim or cause of action against any person meeting the above criteria if EPA has determined that the materials contributed to the Site by such person contributed or could contribute significantly to the costs of response at the Site. This waiver also shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

28. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Agreement do not constitute an admission of any liability by Respondents. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in Section II of this Agreement.

29. The Parties agree that Respondents are entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are Past Response Costs.

30. Each Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement, it will notify EPA in writing no later than sixty (60) days prior to the initiation of such suit or claim. Each Respondent also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Agreement, it will notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Respondent shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Agreement.



31. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Paragraph 21.

## XI. RETENTION OF RECORDS

32. Until six (6) years after the effective date of this Agreement, each Respondent shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate or municipal record retention policy to the contrary.

33. After the conclusion of the document retention period in the preceding Paragraph, each Respondent shall notify EPA at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by EPA, such Respondent shall deliver any such records or documents to EPA. Such Respondent may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If a Respondent asserts such a privilege, it shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other judicial or administrative settlement with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to EPA in redacted form to mask the privileged information only. Each Respondent shall retain all records and documents that it claims to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in favor of such Respondent.

34. By signing this Agreement, each Respondent certifies individually that, to the best of its knowledge and belief, it has:

- a. to the extent requested by EPA, conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant or contaminant at or in connection with the Site;
- b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records,

documents or other information relating to its potential liability regarding the Site, after notification of potential liability or the filing of a suit against the Respondent regarding the Site; and

- c. fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

## XII. NOTICES AND SUBMISSIONS

35. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and Respondents.

As to EPA:

George Jacob, Johnstown Landfill Remedial Project Manager  
Central New York Remediation Section  
New York Remediation Branch  
Emergency and Remedial Response Division  
U.S. Environmental Protection Agency, Region II  
290 Broadway, 20th Floor  
New York, NY 10007-1866  
(212) 637-4266

with one copy to:

Henry Guzmán, Johnstown Landfill Site Attorney  
New York/Caribbean Superfund Branch  
Office of Regional Counsel, 17th Floor  
U.S. Environmental Protection Agency  
290 Broadway  
New York, NY 10007-1866  
(212) 637-3166

As to Respondents: at their respective addresses listed on Exhibit A.

## XIII. INTEGRATION

36. This Agreement constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Agreement.

#### XIV. PUBLIC COMMENT

37. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

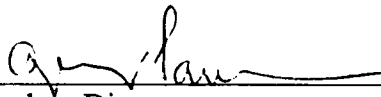
#### XV. EFFECTIVE DATE

38. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 37 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Agreement.

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY: \_\_\_\_\_



George Pavlou, Director  
Emergency and Remedial Response Division  
U.S. Environmental Protection Agency, Region II

Date: \_\_\_\_\_

12/3/02

THE UNDERSIGNED RESPONDENT enters into this Agreement for Recovery of Past Response Costs in the matter of the Johnstown Landfill Superfund Site, Fulton County, New York, CERCLA-02-2003-2001.

FOR RESPONDENT:

Milligan & Higgins, Division of Hudson Industries

[Print or Type Name of Settling Respondent]

100 Maple Avenue

[Use Three Lines for Address]

P.O. Box 506

Johnstown, NY 12095-0506

By: Lee Kornbluh

[Print or Type Name of Person Signing]

President, Hudson Industries

[Office or Other Capacity]



[Signature]

11/12/02

[Date]

THE UNDERSIGNED RESPONDENT enters into this Agreement for Recovery of Past Response Costs in the matter of the Johnstown Landfill Superfund Site, Fulton County, New York, CERCLA-02-2003-2001.

FOR RESPONDENT: Gloversville-Johnstown Joint Sewer Board  
[Print or Type Name of Settling Respondent]  
191 Union Avenue  
[Use Three Lines for Address]  
Johnstown, NY 12095

By: Frank Malagisi  
[Print or Type Name of Person Signing]  
Chairman  
[Office or Other Capacity]

Frank Malagisi  
[Signature]

11/12/02  
[Date]

THE UNDERSIGNED RESPONDENT enters into this Agreement for Recovery of Past Response Costs in the matter of the Johnstown Landfill Superfund Site, Fulton County, New York, CERCLA-02-2003-2001.

FOR RESPONDENT:

CITY OF JOHNSTOWN, NEW YORK  
[Print or Type Name of Settling Respondent]

City Hall  
[Use Three Lines for Address]

33-41 East Main Street

Johnstown, NY 12095

By:

Robert F. Schultz  
[Print or Type Name of Person Signing]

Mayer  
[Office or Other Capacity]

Robert F. Schultz  
[Signature]

6 Nov 02  
[Date]

THE UNDERSIGNED RESPONDENT enters into this Agreement for Recovery of Past Response Costs in the matter of the Johnstown Landfill Superfund Site, Fulton County, New York, CERCLA-02-2003-2001.

FOR RESPONDENT:

SIMCO LEATHER CORPORATION

[Print or Type Name of Settling Respondent]

Whiteman Osterman & Hanna LLP

[Use Three Lines for Address]

One Commerce Plaza

Albany, NY 12260

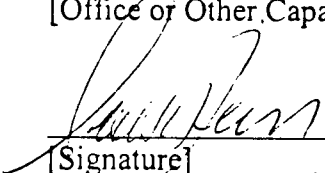
By:

SCOTT N. FEIN

[Print or Type Name of Person Signing]

Outside Counsel

[Office or Other Capacity]

  
[Signature]

November 18, 2002

[Date]

THE UNDERSIGNED RESPONDENT enters into this Agreement for Recovery of Past Response Costs in the matter of the Johnstown Landfill Superfund Site, Fulton County, New York, CERCLA-02-2003-2001.

FOR RESPONDENT:

PEARL LEATHER FINISHERS, INC.

[Print or Type Name of Settling Respondent]

Whiteman Osterman & Hanna LLP

[Use Three Lines for Address]

One Commerce Plaza

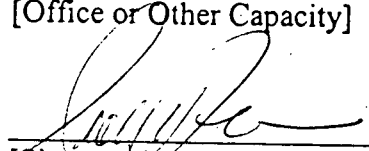
Albany, NY 12260

By: SCOTT N. FEIN

[Print or Type Name of Person Signing]

Outside Counsel

[Office or Other Capacity]

  
[Signature]

November 18, 2002

[Date]



THE UNDERSIGNED RESPONDENT enters into this Agreement for Recovery of Past Response Costs in the matter of the Johnstown Landfill Superfund Site, Fulton County, New York, CERCLA-02-2003-2001.

FOR RESPONDENT:

JOHNSTOWN LEATHER CORPORATION

[Print or Type Name of Settling Respondent]

Whiteman Osterman & Hanna LLP

[Use Three Lines for Address]

One Commerce Plaza

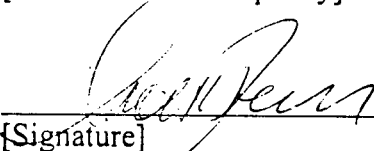
Albany, NY 12260

By: SCOTT N. FEIN

[Print or Type Name of Person Signing]

Outside Counsel

[Office or Other Capacity]

  
[Signature]

November 18, 2002

[Date]

THE UNDERSIGNED RESPONDENT enters into this Agreement for Recovery of Past Response Costs in the matter of the Johnstown Landfill Superfund Site, Fulton County, New York, CERCLA-02-2003-2001.

FOR RESPONDENT:

CRESCENT LEATHER FINISHING CO., INC.  
[Print or Type Name of Settling Respondent]


Whiteman Osterman & Hanna LLP  
[Use Three Lines for Address]

One Commerce Plaza

Albany, NY 12260

By: SCOTT N. FEIN  
[Print or Type Name of Person Signing]

Outside Counsel  
[Office or Other Capacity]

  
[Signature]

November 18, 2002  
[Date]

Exhibit A  
to Agreement for Recovery of Past Response Costs  
Index Number CERCLA-02-2003-2001  
Addresses for Notice to Respondents Pursuant to Paragraph 35

For Milligan & Higgins:

Norman W. Spindel, Esq.  
Lowenstein Sandler, P.C.  
65 Livingston Ave.  
Roseland, NJ 07068  
Tel. (973) 597-2514  
Fax (973) 597-2515

For Gloversville-Johnstown Joint Sewer Board:

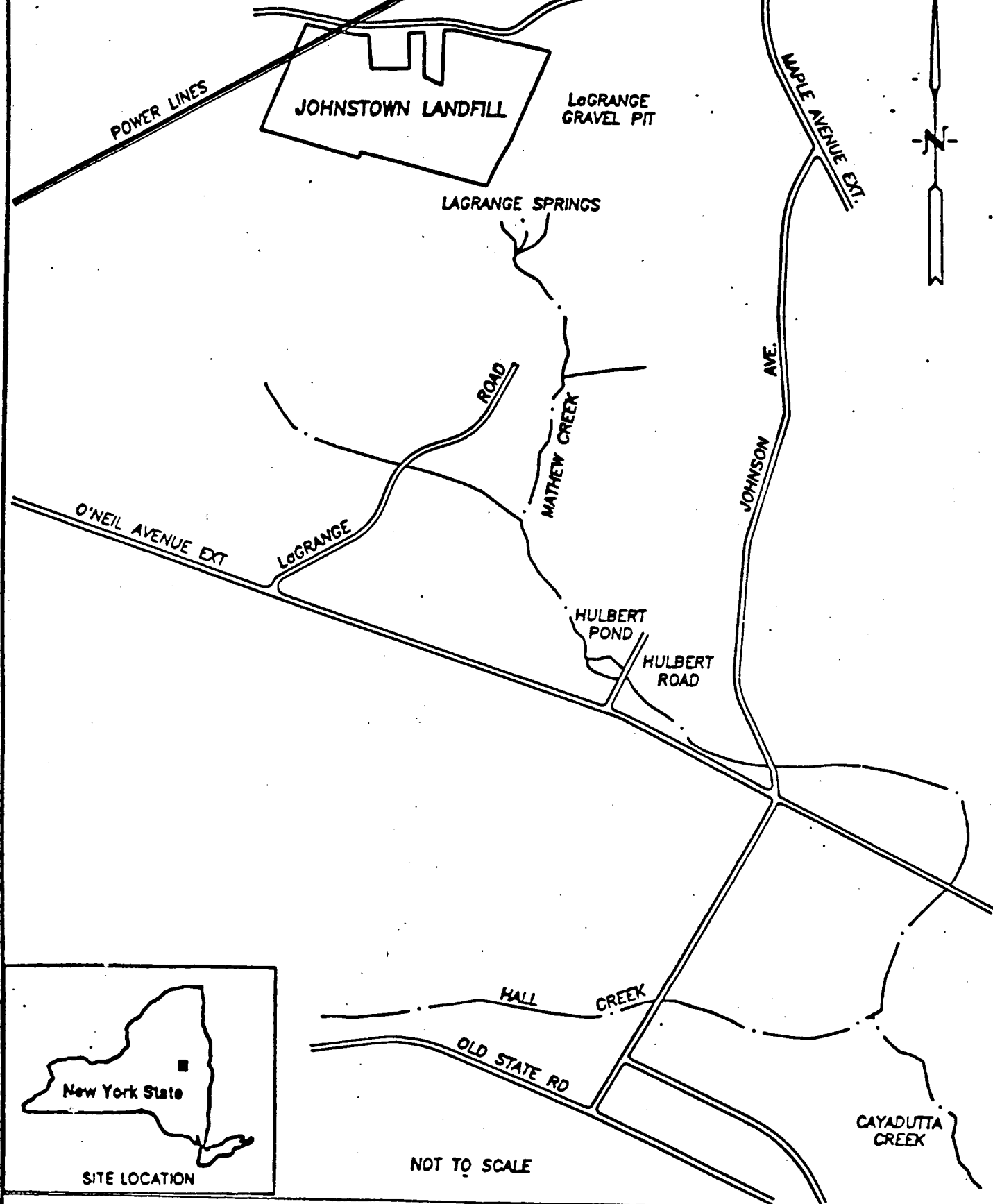
David Cook, Esq.  
Nixon Peabody LLP  
1300 Clinton Square  
Rochester, New York 14604  
Tel. (585) 263-1000  
Fax (585) 263-1600

For Simco Leather Corporation, Johnstown Leather Corporation, Crescent Leather Finishing Co., Inc.  
and Pearl Leather Finishers, Inc.:

Scott N. Fein, Esq.  
Whiteman, Osterman & Hanna  
One Commerce Plaza  
Albany, NY 12260  
Tel. 518 - 487-7600  
Fax 518 - 487- 7777

For City of Johnstown, New York:

William J. Dreyer, Esq.  
Craig Crist, Esq.  
Dreyer, Boyajian  
75 Columbia Street  
Albany, New York 12210  
Tel.(518) 463-7784  
Fax(518) 463-4039



JOHNSTOWN LANDFILL  
JOHNSTOWN, NEW YORK



**Thermo Consulting Engineers**  
(formerly Normondeau Engineers)

FIGURE 1  
GENERAL LOCATION MAP SHOWING SURFACE WATER FEATURES  
LAGRANGE SPRINGS, HULBERT'S POND, MATHEW CREEK,  
HALL CREEK AND CAYADUTTA CREEK.  
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